

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30755
LANSING, MICHIGAN 48909

BILL SCHUETTE
ATTORNEY GENERAL

November 25, 2015

John W. Crowe
Richard Rassel
Williams, Williams, Rattner & Plunkett, PC
380 N. Old Woodward, Suite 300
Birmingham, MI 48009

Re: *Michigan Department of Environmental Quality v Dennis M. Jackson,*
and Arbor-Americana, LLC, et al. File No: 14-629-CK

Gentlemen:

Enclosed please find a filed copy of the Consent Judgment and a copy of the Proof of Service in the above-referenced matter for your records.

If you have any questions, please do not hesitate to contact my office at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "John Fordell Leone (w/permission JFL)".

John Fordell Leone
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
(517) 335-0694

JFL:jls
Enclosures
cc: Katelyn Wysocki, MDEQ (via email)

LF: Arbor-Americana #2010-0022451-C-L/Letter -- Crowe & Rassel 2015-11-25

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30755
LANSING, MICHIGAN 48909

BILL SCHUETTE
ATTORNEY GENERAL

November 25, 2015

Ingham County Circuit Court
Attn: Clerk of the Court
313 W. Kalamazoo Street
Lansing, MI 48901

Re: *Michigan Department of Environmental Quality v Dennis M. Jackson,*
and Arbor-Americana, LLC, et al.
File No: 14-629-CK

Dear Clerk:

Enclosed please find an original Proof of Service for filing in the above-referenced matter.

Thank you for your assistance. If you have any questions, please feel free to contact my office at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "John Fordell Leone (w/permission JFL)".

John Fordell Leone
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
(517) 335-0694

JFL/jls

Enclosure

cc: John W. Crowe
Katelyn Wysocki, MDEQ

LF: Arbor-Americana #2010-0022451-C-L/Letter – Court 2015-11-25

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

No. 14-629-CK

v

HON. JAMES S. JAMO

DENNIS M. JACKSON, an individual, and
ARBOR-AMERICANA, L.L.C., a Michigan
limited liability company, d/b/a ARBOR
AMERICANA MOBILE HOME PARK, jointly
and severally,

Defendants.

John Fordell Leone (P38938)
Assistant Attorney General
Attorney for Plaintiff
Michigan Department of Attorney General
Environment, Natural Resources and
Agriculture Division
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540

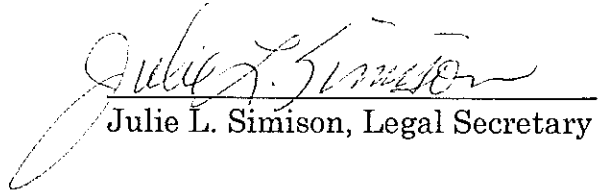
John W. Crowe (P62324)
Richard E. Rassel (P57540)
Williams, Williams, Rattner &
Plunkett, PC
380 N. Old Woodward, Suite 300
Birmingham, MI 48009
(248) 642-0333
Attorneys for Defendants

PROOF OF SERVICE

The undersigned certifies that on November 25, 2015, a filed copy of the
Consent Judgment signed by Judge Jamo on November 24, 2015 was sent by first
class mail to:

1. John W. Crowe/Richard Rassel, Williams, Williams, Rattner & Plunkett,
P.C., 380 N Old Woodward, Suite 300, Birmingham, MI 48009.

I declare that the above statements are true to the best of my knowledge,
information, and belief.


Julie L. Simison, Legal Secretary

LF: Arbor-Americana/AG#2010-0022451-C-L/POS 2015-11-25

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Case No.: 14-629-CK

Plaintiff,

HON. JAMES S. JAMO

v.

DENNIS M. JACKSON, an individual, and
ARBOR-AMERICANA, L.L.C., a Michigan
limited liability company, d/b/a ARBOR
AMERICANA MOBILE HOME PARK,
jointly and severally,

Defendants.

John Fordell Leone (P38938)
Assistant Attorney General
Attorney for Plaintiff, MDEQ
Environment, Natural Resources,
and Agriculture Division
P. O. Box 30755
Lansing, MI 48909
(517) 373-7540

John W. Crowe (P62324)
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, P.C.
Attorneys for Defendants
380 N Old Woodward, Suite 300
Birmingham, MI 48009
(248) 642-0333

CONSENT JUDGMENT

At a session of said Court held in the courtroom, City of Lansing Michigan,

on the 24 day of NOVEMBER 2015.

Present: HONORABLE JAMES S. JAMO, Circuit Court Judge

The Parties agree that settlement of this action is in the public interest and
consent to the entry of this Consent Judgment (Judgment), without further
litigation, as the most appropriate means of resolving the allegations raised by

Plaintiff in the complaint filed with the court on May 19, 2014. As evidenced by the signatures below, the Parties agree to, and shall be bound by, the terms and findings of this Judgment.

The entry of this Judgment by Defendants is neither an admission or a denial of liability with respect to any issue dealt with in this Judgment nor an admission or denial of any factual allegation or legal conclusion stated or implied. This Judgment requires the payments of certain amounts of money as civil penalties and for reimbursement of escalated enforcement costs and attorney fees and requires the completion of specified activities by Defendants, pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq.*, and for compliance with the National Pollutant Discharge Elimination System (NPDES) Permit No. MI0029122.

NOW, THEREFORE, upon the consent of the Parties, by their respective signatures below, it is hereby ORDERED and ADJUDGED:

I. JURISDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.3115(1) and Section 605 of the Revised Judicature Act (RJA), MCL 600.605. This Court also has personal jurisdiction over the Defendants under MCL 600.701, MCL 600.705, MCL 600.731, and MCL 600.735. Defendants waive all objections and defenses that it may have with respect to the jurisdiction of the court.

B. Venue is proper in this circuit pursuant to MCL 14.102 and MCL 324.3115(1).

C. This Court determines that the terms and conditions of this Judgment are reasonable, adequately resolve the environmental issues raised in the complaint, and properly protect the interests of the people of the State of Michigan.

D. This Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under the same, including those that may be necessary for its construction, execution, or implementation.

II. PARTIES BOUND

A. Plaintiff Michigan Department of Environmental Quality (MDEQ) is a principal department within the Executive Branch of the State of Michigan pursuant to Executive Order 2011-1 mandated to provide for the protection of the environment of the state of Michigan. Defendant Arbor-Americana, L.L.C. is a limited liability company under Michigan law and at all relevant times was and is the owner of the Arbor Americana Manufactured Housing Community located at 14210 Telegraph Road, Flat Rock, Monroe County, MI. Defendant Dennis M. Jackson is an individual who was an original organizer of Defendant Arbor-Americana, L.L.C., is a member of Defendant Arbor-Americana, L.L.C, and at all relevant times was and is the principal operator of Arbor Americana Manufactured Housing Community.

B. The provisions of this Judgment shall be binding on the Parties, their officers, agents, successors, and assigns. No change or changes in the ownership or other legal status of the Defendants, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Defendants' responsibilities under this Judgment unless expressly agreed to by the MDEQ as an amendment to this Judgment. Defendants shall provide the MDEQ with written notice prior to the transfer of ownership of part or all of the assets or of real or personal property associated with the Arbor Americana Manufactured Housing Community property and shall also provide a copy of this Judgment to any subsequent owners or successors prior to the transfer of any ownership rights.

C. Defendants shall provide a copy of this Judgment to all contractors, subcontractors, and consultants that are retained to conduct any portion of the compliance activities to be performed pursuant to this Judgment, and to the employees overseeing environmental management of the Property, within three calendar days of the effective date of such retention.

D. Notwithstanding the terms of any contract(s) that Defendants may enter with respect to the compliance activities to be performed pursuant to this Judgment, Defendants are responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

III. STATEMENT OF PURPOSE

- A. To prevent unlawful discharges to waters of the state;
- B. To assure compliance with current and future requirements under Part 31 of NREPA, MCL 324.3101 *et seq.*, and with current and future wastewater discharge permits issued by the MDEQ to any of the Defendants for activities conducted at the Property in accordance with Part 31 of the NREPA and its Rules;
- C. To partially reimburse Plaintiff for costs of surveillance and enforcement; and
- D. To pay a civil fine commensurate with the violations alleged in the complaint and in the future pay stipulated fines as required by this Judgment.

IV. DEFINITIONS

- A. "Effective Date" means the date that the court enters this Judgment.
- B. "Party" means the Plaintiffs or Defendants. "Parties" means the Plaintiffs and Defendants.
- C. "Water Resources Division" or "WRD" means the division of the MDEQ and any successor entities charged with implementing Part 31 of the NREPA and its Rules.
- D. "Property" means the Arbor Americana Manufactured Housing Community and the real and personal property associated with it and upon it located on Telegraph Road in Flat Rock, Michigan.
- E. Unless otherwise defined herein, all terms used in this document that are defined in pertinent parts of the NREPA and associated administrative rules

and/or permits or the federal Clean Water Act, shall have the same meaning in this document as in those pertinent parts, rules, and/or permits or the federal Clean Water Act.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

All actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations including the procurement of all necessary permits and approvals.

VI. COMPLIANCE PROGRAM

A. In July, 2015, the Defendants submitted a basis of design and subsequently submitted proposed final plans and specifications for review and approval by the MDEQ. These submittals are for a new wastewater treatment system to service the Property and to replace the wastewater treatment system that is currently on the Property. On August 26, 2015, the MDEQ reviewed, approved, and authorized the construction and installation of the new wastewater treatment system. The Defendants also submitted a construction and installation schedule (Attachment 1).

B. Not later than November 15, 2015, the Defendants shall submit to the MDEQ's Water Resources Division, Permits Section, an amendment to the NPDES permit application it previously filed with the Permits Section. The amendment shall contain all information required by the Permits Section, including annual average design flow rates, the discharge location and a narrative of the treatment

process, and shall reference the approved plans and specifications for the new wastewater treatment system.

C. The Defendants shall commence construction of the new wastewater treatment system not later than November 1, 2015 pursuant to approved final plans and specifications. Not later than February 15, 2016, the Defendants shall complete construction and installation of the new wastewater treatment system in accordance with the approved final plans and specifications.

D. Not later than March 1, 2016, the Defendants shall submit to the MDEQ a letter certifying that the new wastewater treatment system has been constructed and installed in accordance with the MDEQ-approved final plans and specifications. The certification shall be by an engineer licensed under Public Act 299 of the Public Acts of 1980 (MCL 339.101 *et seq.*, as amended).

E. Not later than ten days past the first day of operation of the wastewater treatment system, the Defendants shall submit to the MDEQ a notification of the date of the first day of operation of the wastewater treatment system.

F. Not later than April 15, 2016, the Defendants shall be operating the new wastewater treatment system in full compliance with NPDES Permit No. MI0029122, including all final effluent limits contained therein.

VII. EMERGENCY RESPONSE

In the event of a discharge to surface waters or other spill of polluting materials to the ground or water attributable to Defendants' activities, Defendants shall undertake the following measures:

A. Upon the discovery of a discharge of any waste, wastewater, or other spill of polluting materials to the ground or waters of the state, Defendants shall take immediate corrective measures to contain any losses of waste, wastewater, or other polluting material to prevent any further discharge or spill to waters of the state.

B. Defendants shall immediately upon discovery of any discharge of waste, wastewater, or other polluting material to surface waters of the state notify the MDEQ, Water Resources Division (WRD), Jackson District Office. Emergency notification shall be as follows:

1. Monday through Friday, during the hours of 8:00 AM to 5:00 PM, contact the MDEQ WRD, Jackson District Office at (517) 780-7855.
2. At all other times, contact the Pollution Emergency Alerting System (PEAS) Hotline at 800-292-4706.

C. In addition to the verbal notification requirement above, Defendants shall provide written notification to the WRD, Jackson District Supervisor, and the Chief of WRD Water Enforcement Unit within 10 calendar days following the discovery of any discharge of waste, wastewater, or other spill of polluting materials to the ground or water. The written notification shall include:

1. a description and cause of the discharge or other spill, including an estimate of the discharge volume, and any analytical data in the possession of the Defendants related to the discharge or spill;
2. the estimated duration of the discharge or other spill, including the date and time of the commencement and cessation of the discharge to the extent known;
3. the corrective measures that were or will be implemented to prevent a future occurrence; and
4. copies of all pertinent records maintained pursuant to Section IX of this Judgment.

VIII. REPORTING

Defendants shall verbally report any violation of this Judgment, excluding discharges to surface waters or other spill of polluting materials to the ground or waters of the state reported in accordance with Section VII of this Judgment, to the WRD, Jackson District Supervisor, not later than the close of the next business day following detection of such violation, and shall provide a written report within 14 business days after detection of such violation to both the WRD, Jackson District Supervisor, and the Chief of the WRD Water Enforcement Unit. The written report shall include a detailed description of the violation, the precise cause or causes of the violation, a detailed description of any action taken or proposed to correct the violation, and a schedule for the implementation of any proposed corrective action. Defendants shall report any anticipated violation of this Judgment to the MDEQ,

WRD, Jackson District Supervisor, in advance of the relevant deadlines whenever reasonably practicable.

IX. RECORD RETENTION AND ACCESS TO INFORMATION

A. Until five years after the termination of this Judgment, Defendants shall retain, and shall instruct its contractors, agents, and representatives to preserve, all non-identical copies of records and documents, including records or documents in electronic form, that this Judgment requires Defendants to create or maintain.

B. Upon MDEQ request, Defendants shall provide to the MDEQ copies of all documents and information within the possession or control of Defendants, their employees, contractors, agents, or representatives that this Judgment requires Defendants to create or maintain. Defendants shall not prevent their employees, contractors, agents, or representatives from discussing with MDEQ any relevant facts, except for privileged information, concerning the performance of activities undertaken pursuant to this Judgment.

C. This Judgment in no way limits or affects any right to obtain information held by the MDEQ pursuant to applicable laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain records or information imposed by applicable laws, regulations, or permits.

X. ACCESS

A. Upon the Effective Date of this Judgment and to the extent the Property covered by this Judgment is owned, controlled by, or available to Defendants or successors in interest, the MDEQ, as well as its authorized

employees, contractors, and consultants shall, upon presentation of proper credentials, have access at all reasonable times to the Property for the purpose of conducting any activity for which access is required for the implementation of this Judgment or the continued evaluation of Defendants' compliance with Part 31 of NREPA, MCL 324.3101 *et seq.*, including, but not limited to:

1. Monitoring activities taking place pursuant to this Judgment;
2. Verifying any data or information submitted to the MDEQ;
3. Conducting investigations relating to discharges of potentially injurious substances at or from the Property;
4. Obtaining samples;
5. Assessing the need for corrective action or other response activities at or near the Property;
6. Assessing pollution control structures to assure the effectiveness and integrity of the structure(s);
7. Inspecting and copying non-privileged records, inspection logs, contracts, and other documents maintained pursuant to this Judgment;
8. Communicating with Defendants, Defendants' personnel, representatives, or consultants for the purpose of assessing compliance with this Judgment;
9. Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Judgment or Part 31 of NREPA;

10. Assuring the protection of public health, safety, and welfare and the environment; and

11. Conducting tests and inspections pursuant to Part 31 of NREPA.

B. To the extent that property where activities are performed by the Defendants under this Judgment is owned or controlled by persons other than Defendants, Defendants shall use their best efforts to secure from such persons access for the Parties and their authorized employees, contractors, and consultants. Defendants shall provide the MDEQ with a copy of each access agreement secured pursuant to this section. For purposes of this paragraph, "best efforts" include, but is not limited to, providing reasonable consideration acceptable to the owner.

XI. NOTICES

Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any submittal, notice, report, documentation, or recitation required by this Judgment shall be submitted to the attention of:

For Plaintiffs: Jon Russell, District Supervisor
301 E. Louis Glick Highway
Jackson, MI 49201-1556

with a copy to: Barry Selden, Water Resources Division
Enforcement Unit Chief
525 West Allegan Street
P.O. Box 30273
Lansing, Michigan 48909-7773
517-284-5490

For Defendant: Arbor-Americana, LLC
Attn: Dennis M. Jackson
14210 Telegraph Road
Flat Rock 48134-9611

with a copy to: John W. Crowe (P62324)
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER
& PLUNKETT, P.C.
Attorneys for Defendants
380 N Old Woodward, Suite 300
Birmingham, MI 48009
(248) 642-0333

For Defendant: Dennis M. Jackson
863 Rivenoak Street
Birmingham, MI 48009-5735

Either party may substitute others for those designated to receive such notices by providing written notice to the other party.

XII. DELAYS IN PERFORMANCE, EXTENSION REQUESTS, AND FORCE MAJEURE

A. Defendants shall perform the requirements of this Judgment within its time limits, unless events, which constitute a Force Majeure, prevent or delay performance or unless the WRD Chief grants an extension pursuant to Paragraph G of this section.

B. Any performance delay attributable to a Force Majeure shall not be deemed a violation of Defendants' obligations under this Judgment in accordance with this section. For this Judgment's purpose, Force Majeure means an occurrence or non-occurrence of the requirements under this Judgment arising from causes beyond the control of Defendants and for which Defendants are without fault for the

occurrence or non-occurrence, including, but not limited to: an act of God; inordinate delay by the MDEQ of submissions required under this Judgment; and the acts or omissions of a third party not under contractual obligations to either Defendant that could not have been avoided or overcome through either Defendants' due diligence and that resulted in a delay of performance of an obligation under this Judgment. Force Majeure does not include, among other things, unanticipated or increased costs, changed financial circumstances (including a failure to obtain funding), or failure to apply for a permit or license as a result of either Defendant's action or omission.

C. Defendants shall telephone the WRD, Jackson District Supervisor, within 48 hours of discovering any event, which causes a delay in its compliance with any provision of this Judgment. Verbal notice shall be followed by written notice to both the WRD, Jackson District Supervisor, and Chief of the WRD Enforcement Unit within 10 calendar days and shall describe in detail the delay's anticipated length, the delay's precise cause or causes, the measures that Defendants have taken to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendants shall use all reasonable measures to avoid or minimize any such delay.

D. Defendants' failure to comply with the notice requirements of Paragraph C of this section shall render the Force Majeure provisions of this section void as to the particular incident involved. The MDEQ may, at its sole discretion

and in appropriate circumstances, provide Defendants with a written waiver of the notice requirements of Paragraph C of this section.

E. If the Parties agree that the delay or anticipated delay was beyond the control of Defendants, this may be so stipulated, and the Parties may petition the court for an appropriate Judgment modification. Defendants bear the burden of proving that any delay was beyond their reasonable control, and of showing that Defendants have met the requirements under this section.

F. In the absence of a Force Majeure, Defendants and the MDEQ agree that the WRD Chief may, but in no circumstances is obligated to, grant Defendants an extension of the specified deadlines set forth in this Judgment. Any extension shall be preceded by a timely written request, received by the MDEQ no later than 14 days prior to the pertinent deadline, which shall include:

1. An identification of the specific deadline that will not be met.
2. A detailed description of what will prevent Defendants from meeting the deadline.
3. A description of the measures Defendants have taken or intend to take to meet the required deadline.
4. The length of the extension requested and the specific date on which the obligation will be met.

G. The WRD Chief shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.

H. Any extension of the specified deadlines or other modifications and amendments of this Judgment shall be signed by the Parties, shall have as their effective date the date on which they are signed by the WRD Chief, and shall be incorporated into and become an enforceable part of this Judgment upon approval of the court. A denial by the WRD Chief that an event constitutes a Force Majeure constitutes a final decision on the matter and is not subject to appeal and review by the court.

I. An extension of one compliance date based upon a particular incident does not mean that Defendants qualify for an extension of a subsequent compliance date without providing proof that an extension to a separate requirement under this Judgment is justifiable.

XIII. REIMBURSEMENT OF COSTS AND PAYMENT OF CIVIL FINES

A. Defendants agree to pay to the State of Michigan a total of \$315,000.00

B. The amount of \$15,000.00 is for partial reimbursement for the costs of surveillance and enforcement arising from past violations of Part 31 of the NREPA alleged in the complaint. Defendants agree to pay a civil fine of \$300,000.00 as full settlement of civil liability arising from past violations of Part 31 of NREPA alleged in the complaint. Defendants shall pay in accordance with the following schedule:

- Defendants shall pay the \$15,000.00 costs plus \$75,000.00 of the civil fine, totaling \$90,000.00, not later than 30 days past the first day of operation of the wastewater treatment system, and absolutely not later

than April 1, 2016, even if the construction and completion of the wastewater treatment system is delayed for any reason.

- Defendants shall pay the second payment of \$75,000.000 not later than October 1, 2016.
- Defendants shall pay the third payment of \$75,000.00 not later than April 1, 2017.
- Defendants shall pay the fourth payment of \$75,000.00 not later than October 1, 2017.

C. Defendants shall pay such fines and costs of surveillance and enforcement by certified or cashier's checks made payable to the State of Michigan and mailed to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 425 West Ottawa St., Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Judgment must include the Payment Identification No. **WTR-3116** on the face of the checks or in the cover letter with the payments.

XIV. STIPULATED FINES

A. The Parties stipulate to the payment by the Defendants of stipulated fines in the following manner should violations of this Judgment occur:

1. Notwithstanding the other stipulated fines provisions in this Judgment, if Defendants fail to make the full dollar-amount payments by the

payment dates as listed in Paragraph XIII(B) of this Judgment, Defendants shall owe an additional \$300,000.00 stipulated fine.

2. Any failure to comply with any compliance date in Section VI of this Judgment shall result in stipulated fines as follows:

- a. \$200.00 for the first day of violation;
- b. \$300.00 for the second consecutive day of violation;
- c. \$500.00 for the third consecutive day of violation and every consecutive day thereafter; and
- d. A failure by Defendants to comply with any provisions not contained in Section VI or Paragraph XIII of this Judgment shall result in a stipulated fine of \$250.00 per day, per violation.

B. All stipulated fines shall be paid within 30 days of Defendants' receipt of a demand from the MDEQ. Demands for payment shall be sent via certified mail to ensure accuracy regarding the date of receipt. Failure to make any payment required under this Judgment by the specified deadline constitutes a separate violation of this Judgment and is subject to an interest penalty calculated in accordance with Section 600.6013(8) of the Revised Judicature Act; MCL 600.6013(8).

C. Defendants shall pay all stipulated fines and interest penalties by certified or cashier's check made payable to the State of Michigan and mailed to the Michigan Department of Environmental Quality, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made

pursuant to this Judgment must include the Payment Identification Number **WTR-3116** on the face of the check or in the cover letter with the payment.

D. Defendants agree not to contest the legality of any stipulated fines or interest penalties assessed under this section, but reserve the right to dispute the factual basis upon which MDEQ demands stipulated fines or interest penalties.

E. Liability for or payment of stipulated fines under this Judgment shall not preclude the MDEQ from seeking injunctive relief or other relief to which the MDEQ is entitled for Defendants' failure to comply with other specific requirements of this Judgment, or failure to comply with Part 31 of NREPA or any other applicable law, except that Plaintiffs shall not seek additional monetary relief for any violations for which Plaintiffs have accepted stipulated fines under this Judgment.

XV. RESERVATION OF RIGHTS

A. With respect to any violations not expressly addressed and resolved by this Judgment, the MDEQ reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules.

B. This Judgment does not affect Defendants' responsibility to comply with any other applicable state, federal, or local laws or regulations including the procurement of required permits and/or approvals; or with any order of this or any court, including, without limitation, any corrective action or similar requirements under Part 31 of the NREPA or its rules or any amendments thereto.

C. This Judgment does not limit the rights of the Defendants or the State of Michigan against any third parties.

XVI. GENERAL PROVISIONS

A. Severability.

Should a court of competent jurisdiction declare any provision of this Judgment to be unenforceable, the remaining provisions shall remain in effect.

B. Modification.

Any party to this Judgment may petition the Court for modification of this Judgment. Any modification must be in writing and approved by the Court. No party may petition the Court for a modification of this Judgment without first having made a good faith effort to reach agreement with the other party on the terms of any such modification. The parties may petition the Court to modify any requirement or provision of this Judgment by mutual agreement or may modify this Judgment through a writing signed by authorized representatives of the Parties.

C. Other Laws.

This Judgment in no way affects the Defendants' responsibility to comply with any other applicable state or federal laws or local regulations or with any order of this or any other Court including without limitation, any amendments to Part 31 of NREPA or its rules or regulations.

D. Settlement.

This Judgment is in settlement and satisfaction of all civil claims against Defendants alleged by the MDEQ in the complaint.

XVII. RETENTION OF JURISDICTION

Prior to termination of this Judgment in accordance with Section XVIII below, this court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, assess disputed stipulated fines, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

XVIII. TERMINATION

This Judgment shall terminate upon written request of Defendants and written approval from the MDEQ along with approval of this court through the issuance of a Satisfaction of Judgment. The written request of Defendants shall include a certification by Defendants that they have: (1) paid in full all fines and costs owed to the State of Michigan under this Judgment; (2) completed to the satisfaction of the MDEQ all duties of Defendants pursuant to Section VI, Compliance Program, of this Judgment; and (3) has not received a Violation Notice or other document from the MDEQ alleging a violation of Part 31 of the NREPA or this Judgment for three consecutive years. Provided that such certification is made and not reasonably disputed, the MDEQ will not withhold agreement to terminate this Judgment and shall file a Satisfaction of Judgment with the court.

XIX. SEPARATE DOCUMENTS

This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.

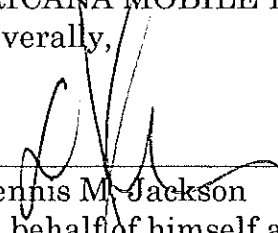
XX. SIGNATORIES

The signatories below consent to the contents of this final Judgment by consent, stipulate to its entry by the court, and certify that they are authorized to execute this final Judgment by consent and to legally bind the Parties they represent to the requirements of this final Judgment by consent:

FOR DEFENDANTS:

DENNIS M. JACKSON, an individual, and
ARBOR-AMERICANA, L.L.C., a Michigan
limited liability company, d/b/a ARBOR
AMERICANA MOBILE HOME PARK, jointly
and severally,

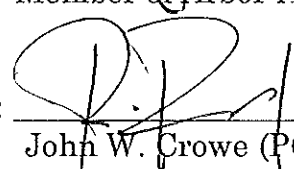
By: _____


Dennis M. Jackson
on behalf of himself and as Managing
Member of Arbor-Americana, LLC

Dated: _____

10/28/15

By: _____


John W. Crowe (P62324); and
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, P.C.
Attorneys for Defendants

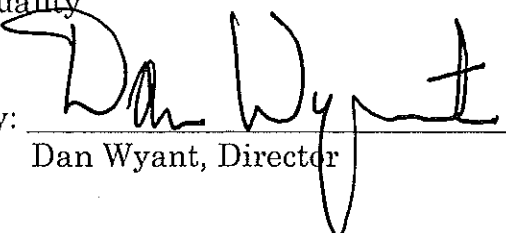
Dated: _____

10/28/15

FOR PLAINTIFF:

Michigan Department of Environmental
Quality

By: _____


Dan Wyant, Director

Dated: _____

11.10.15

By: 

John Fordell Leone (P38938)
Assistant Attorney General
Michigan Department of Attorney
General
Environment, Natural Resources,
and Agriculture Division

Dated: November 2, 2015

Entry of this Judgment resolves the last pending claim and closes this case. MCR
2.602(3).

IT IS SO ORDERED, ADJUDGED AND DECREED:

this 24 day of NOVEMBER, 2015



HONORABLE JAMES S. JAMO
Circuit Court Judge

PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross

ASSOCIATES

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Marshall J. Grazioli
James F. Burton
Donna M. Martin
Charles E. Hart
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel

HUBBELL, ROTH & CLARK, INC.

OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

**ARBOR AMERICANA MHP
WWTP REPLACEMENT - SCHEDULE**

March 6, 2015, Revised July 17, 2015

Task	Scheduled	Accomplished
Visit site with Anthony Dowkins	Jan 9, 2015	Yes
Obtain documents	Jan 16, 2015	Yes
New Building Necessity	Jan 23, 2015	Yes
Footprint from Wedotanks (wdt)	Jan 23, 2015	Yes
Wdt communication re: work responsibilities	Jan 23, 2015	Yes
Review Wdt Basis of Design	Jan 30, 2015	Yes
Confirm design flow rate of new WWTP	Jan 30, 2015	Yes
Complete topographic survey	Feb 13, 2015	Yes
Receive geotechnical report of site (soil borings)	Feb 25, 2015	Yes
Finalize new WWTP location on site	Mar 6, 2015	Yes
Complete structural, process and electrical design	July 23, 2015	
Prepare/deliver package and meet with MDEQ regarding submittal of Basis of Design and Design Drawings	July 23, 2015	
Start construction	Aug 10, 2015	
Approximate end of construction	Dec 31, 2015	

Notes:

1. Schedule has been revised to reflect Wedotanks.com performing the WWTP design and construction from Contech who withdrew from the project.
2. Start construction date is based on receipt of MDEQ approval by July 31, 2015.

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Case No.: 14-629-CK

Plaintiff,

HON. JAMES S. JAMO

v.

DENNIS M. JACKSON, an individual, and
ARBOR-AMERICANA, L.L.C., a Michigan
limited liability company, d/b/a ARBOR
AMERICANA MOBILE HOME PARK,
jointly and severally,

Defendants.

John Fordell Leone (P38938)
Assistant Attorney General
Attorney for Plaintiff, MDEQ
Environment, Natural Resources,
and Agriculture Division
P. O. Box 30755
Lansing, MI 48909
(517) 373-7540

John W. Crowe (P62324)
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, P.C.
Attorneys for Defendants
380 N Old Woodward, Suite 300
Birmingham, MI 48009
(248) 642-0333

STIPULATED ORDER AMENDING ORIGINAL CONSENT JUDGMENT

At a session of said Court held in the courtroom, City of Lansing, Michigan,
on the 2 day of March 2016.

Present: HONORABLE JAMES S. JAMO, Circuit Court Judge

This matter has come before the court pursuant to, as set forth below, the
stipulation of the Parties by Plaintiffs, Michigan Department of Environmental
Quality (MDEQ), and Defendants, Dennis M. Jackson, an individual, and Arbor-
Americana, L.L.C., a Michigan limited liability company, d/b/a Arbor Americana

Mobile Home Park, jointly and severally, together being “the Parties”; and the court being otherwise fully advised:

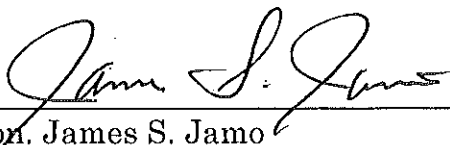
IT IS THEREFORE ORDERED that the original Consent Judgment entered in this matter on November 24, 2015 is hereby amended by replacing Consent Judgment Paragraphs (C), (D), and (F) of Section VI with the following corresponding paragraphs (C), (D), and (F):

C. The Defendants shall commence construction of the new wastewater treatment system not later than November 1, 2015 pursuant to approved final plans and specifications. Not later than **March 29, 2016**, the Defendants shall complete construction and installation of the new wastewater treatment system in accordance with the approved final plans and specifications.

D. Not later than **April 12, 2016**, the Defendants shall submit to the MDEQ a letter certifying that the new wastewater treatment system has been constructed and installed in accordance with the MDEQ-approved final plans and specifications. The certification shall be by an engineer licensed under Public Act 299 of the Public Acts of 1980 (MCL 339.101 *et seq.*, as amended).

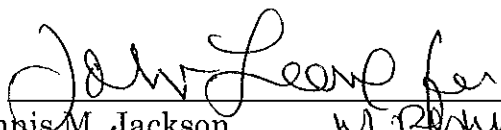
F. Not later than **May 31, 2016**, the Defendants shall be operating the new wastewater treatment system in full compliance with NPDES Permit No. MI0029122, including all final effluent limits contained therein.

IT IS FURTHER ORDERED that there are no other amendments to the original Consent Judgment entered in this matter on November 24, 2015, and that all other provisions of the original Consent Judgment remain fully enforceable.

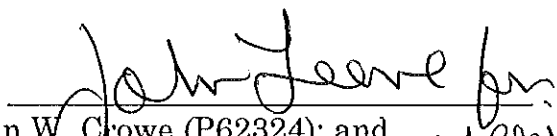

Hon. James S. Jamo
Circuit Court Judge

STIPULATION OF THE PARTIES:

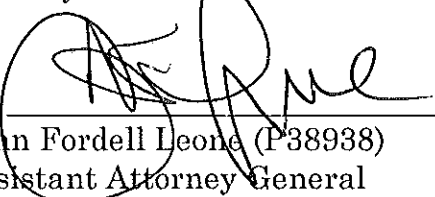
The signatories below hereby represent that they have authority to sign this *Stipulation to Amendment of the Original Consent Judgment* on behalf of the party indicated and do hereby stipulate to its entry with this Court:

By: 
Dennis M. Jackson *w/permission*
on behalf of himself and as Managing
Member of Arbor-Americana, LLC

Dated: 2-23-16

By: 
John W. Crowe (P62324); and *w/permission*
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, P.C.
Attorneys for Defendants

Dated: 2-23-16

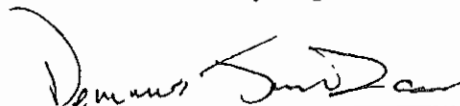
By: 
John Fordell Leone (P38938)
Assistant Attorney General
Michigan Department of Attorney
General
Environment, Natural Resources,
and Agriculture Division

Dated: 2-23-16

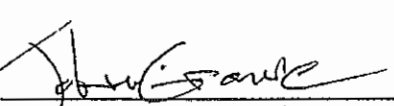
Hon. James S. Jamo
Circuit Court Judge

STIPULATION OF THE PARTIES:

The signatories below hereby represent that they have authority to sign this
Stipulation to Amendment of the Original Consent Judgment on behalf of the party
indicated and do hereby stipulate to its entry with this Court:

By: 
Dennis M. Jackson
on behalf of himself and as Managing
Member of Arbor-Americana, LLC

Dated: 2.19.16'

By: 
John W. Crowe (P62324); and
Richard E. Rassel (P57540)
WILLIAMS, WILLIAMS, RATTNER &
PLUNKETT, P.C.
Attorneys for Defendants

Dated: 2.19.16'

By: _____
John Fordell Leone (P38938)
Assistant Attorney General
Michigan Department of Attorney
General
Environment, Natural Resources,
and Agriculture Division

Dated: _____